

# Exhibit 3

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
MIDLAND DIVISION

REDSTONE LOGICS LLC \*  
\* June 9, 2025  
VS. \*  
\* CIVIL ACTION NO. 7:24-CV-231  
QUALCOMM INC., ET AL. \*

BEFORE THE HONORABLE ALAN D ALBRIGHT  
MARKMAN HEARING (via Zoom)

APPEARANCES:

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09:57 1 independent of what was done during the examination.

09:57 2 MR. ZEMBEK: What my argument would be  
09:57 3 that is independent of what was done during examination  
09:57 4 is going to be pointing the Court's attention to the  
09:57 5 Personalized Media case.

6 THE COURT: Okay.

09:57 7 MR. ZEMBEK: Because the Personalized  
09:57 8 Media case is a situation which we have here, there  
09:57 9 were multiple statements. We believe that they went to  
09:57 10 the level of disavowal. Obviously the other side  
09:57 11 disagrees. But we think that did go to the level of  
09:57 12 disavowal.

09:57 13 But they still informed the claim  
09:58 14 construction. And those repeated statements,  
09:58 15 consistent with what we view the plain and ordinary  
09:58 16 meaning to be, what Dr. Villasenor explained the plain  
09:58 17 and ordinary meaning to be, would mean that it's a  
09:58 18 situation in which this particular claim construction  
09:58 19 dispute would be different signals that do not depend  
09:58 20 from the same reference clock.

09:58 21 I mean, we believe that that's the plain  
09:58 22 and ordinary meaning and it's consistent with the  
09:58 23 disclaimer.

09:58 24 So we think, Your Honor, we're putting  
09:58 25 you in a position that you can do disclaimer and you

09:58 1 can do plain and ordinary meaning, so you've got two  
09:58 2 different reasons why this construction should be  
09:58 3 affirmed if we ever have to go to the Federal Circuit.

09:58 4 THE COURT: Got it. Okay. I'll be back  
09:58 5 in a second.

09:58 6 (Pause in proceedings.)

10:00 7 THE COURT: I feel certain that your  
10:00 8 summer clerks are all going to give you five stars on  
10:00 9 Yelp when they -- when they're interviewed.

10:00 10 I will tell them, since they haven't  
10:00 11 gotten to hear me say this, that -- even though all of  
10:00 12 you have. The reason I like handling patent cases is  
10:00 13 because the quality of the lawyers is always  
10:00 14 exceptional in these hearings.

10:00 15 I'm going to maintain the preliminary  
10:00 16 construction in the case on this one claim term.

10:00 17 Is there anything else that we need to  
10:00 18 take up?

10:00 19 MR. ZEMBEK: Your Honor, with respect to  
10:00 20 the preliminary construction, because we don't believe  
10:00 21 that there's a dispute that the signals have to be  
10:00 22 different, we would propose that that be added to the  
10:00 23 preliminary construction.

10:00 24 THE COURT: And from plaintiff?

10:00 25 MR. SCHEUFLER: Well, Your Honor, we

10:00 1 don't disagree that the terms have to be different. We  
10:01 2 believe that that's well captured by the plain meaning  
10:01 3 of "independent" and to add it in would only invite  
10:01 4 confusion. So we would oppose it on that ground.

10:01 5 THE COURT: Mr. Zembek, I'll do this for  
10:01 6 you, because I understand why you would be more  
10:01 7 comfortable with that.

10:01 8 If -- I don't think it needs to be added,  
10:01 9 but if when -- Mr. Zembek, when you receive the  
10:01 10 plaintiff's expert report, if you think that they are  
10:01 11 not abiding by what you say would be an agreement in  
10:01 12 terms of the way their infringement expert handles the  
10:01 13 infringement opinion, come back and let us know, and  
10:01 14 I'll decide whether or not it's something that I do  
10:01 15 have to impose with respect to the claim term.

10:01 16 MR. ZEMBEK: Thank you, Your Honor.

10:01 17 I think that we do have an agreement that  
10:01 18 the first and second input signals are different  
10:01 19 signals. They're not the same signal.

10:01 20 THE COURT: That was the way I read it in  
10:01 21 the claim. Yes.

10:01 22 MR. ZEMBEK: All right. Thank you, Your  
10:01 23 Honor.

10:01 24 THE COURT: Anything else?

10:02 25 MR. SCHEUFLER: None from plaintiff, Your

10:02 1 Honor.

10:02 2 THE COURT: Okay. Thank you all for

10:02 3 being here and good luck to the summer associates.

10:02 4 Take care.

10:02 5 (Hearing adjourned.)

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1 UNITED STATES DISTRICT COURT )  
2 WESTERN DISTRICT OF TEXAS )  
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5 I, Kristie M. Davis, Official Court  
6 Reporter for the United States District Court, Western  
7 District of Texas, do certify that the foregoing is a  
8 correct transcript from the record of proceedings in  
9 the above-entitled matter.

10 I certify that the transcript fees and  
11 format comply with those prescribed by the Court and  
12 Judicial Conference of the United States.

13 Certified to by me this 13th day of June  
14 2025.

15  
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